

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DAVID HELLIER

(b) County of Residence of First Listed Plaintiff Collier County, FL
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jessica M. Gulash, Esq.; Lundy, Beldecos & Milby, P.C.
450 N. Narberth Ave., Suite 200; Narberth, PA 19072
(610) 668-0772

+

DEFENDANTS

MAIN LINE OVERLAND, LLC

County of Residence of First Listed Defendant Chester County, PA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332

Brief description of cause:

Violation of the Unfair Trade Practices and Consumer Protection Law; common law fraud; breach of contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$75,000+

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/17/2022

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 980 Cape Marco Drive, Unit 906; Marco Island, FL 34145

Address of Defendant: 917 Old Fern Hill Road #200; West Chester, PA 19380

Place of Accident, Incident or Transaction: West Chester, PA

RELATED CASE, IF ANY:

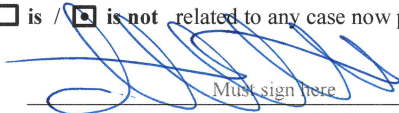
Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 10/17/2022


Must sign here
Attorney-at-Law / Pro Se Plaintiff

PA 208463

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☒ 9. All other Diversity Cases
(Please specify): _____ **Fraud**

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: _____ Sign here if applicable

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

DAVID HELLIER	:	CIVIL ACTION
	:	
v.	:	
MAIN LINE OVERLAND, LLC et al.	:	NO.
	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (X)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

<u>10/17/2022</u>	<u>/s/ Jessica M. Gulash, Esq.</u>	<u>Plaintiff</u>
Date	Attorney-at-law	Attorney for
<u>610-668-0772</u>	<u>610-668-7481</u>	<u>jgulash@lbmlaw.com</u>
Telephone	FAX Number	E-Mail Address

(Civ. 660) 10/02

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DAVID HELLIER

**980 Cape Marco Drive, Unit 906
Marco Island, FL 34145**

Plaintiff,

v.

MAIN LINE OVERLAND, LLC

**917 Old Fern Hill Road #200
West Chester, PA 19380**

and

MATTHEW HENWOOD

**671 Aubrey Avenue
Ardmore, PA 19003**

and

PETER HENWOOD

**622 Ardmore Avenue
Ardmore, PA 19003**

and

THOMAS HENWOOD

**5805 Twin Silo Road
Doylestown, PA 18902**

Defendants.

CIVIL ACTION NO.

COMPLAINT

Parties

1. Plaintiff David Hellier is an adult individual with an address as captioned.
2. Plaintiff is domiciled in the State of Florida.
3. Defendant Main Line Overland, LLC (“**MLO**”) is a Pennsylvania limited liability company with a business address as captioned.

4. Defendant MLO, and all of its members, are domiciled in the Commonwealth of Pennsylvania.

5. Defendant Matthew Henwood is an adult individual with an address as captioned.

6. Defendant Matthew Henwood is domiciled in the Commonwealth of Pennsylvania.

7. Defendant Matthew Henwood holds himself out as the President and Co-Owner of Defendant MLO.

8. Defendant Peter Henwood is an adult individual with an address as captioned.

9. Defendant Peter Henwood is domiciled in the Commonwealth of Pennsylvania.

10. Defendant Peter Henwood holds himself out as the Vice President and Co-Owner of Defendant MLO.

11. Defendant Thomas Henwood is an adult individual with an address as captioned.

12. Defendant Thomas Henwood is domiciled in the Commonwealth of Pennsylvania.

13. Defendant Thomas Henwood holds himself out as the Director or Marketing and Co-Owner of Defendant MLO.

Jurisdiction and Venue

14. Plaintiff incorporates the foregoing paragraphs as though fully set forth at length herein.

15. This Honorable Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 as there is complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000.00.

16. Venue is proper pursuant to 28 U.S.C. § 1391(b) as all Defendants are residents of this judicial district and a substantial part of the events and/or omissions giving rise to the claims herein occurred in this judicial district.

Facts

17. Plaintiff incorporates the foregoing paragraphs as though fully set forth at length herein.

18. On or about January 22, 2022, Plaintiff purchased a Mercedes-Benz Sprinter Van, VIN No. W1W4EBHY3MT069816 (the “**Original Van**”).

19. Plaintiff paid \$80,338.86 for the Original Van.

20. Plaintiff purchased the Original Van with the intention of hiring a third party to customize and outfit the Original Van so that Plaintiff and his family could use the Original Van for vacations.

21. In or around March, 2022, Plaintiff engaged Defendant MLO to outfit the Original Van.

22. For several months, Plaintiff and representatives of Defendant MLO engaged in extensive correspondence regarding outfitting the Original Van.

23. Plaintiff primarily corresponded with Aaron Magier, an employee of Defendant MLO.

24. Plaintiff advised Mr. Magier that he needed the Original Van completed by mid-August 2022, as Plaintiff and his family intended to use the Original Van for a vacation beginning on August 18, 2022.

25. During their initial discussions regarding the Original Van, Mr. Magier informed Plaintiff that some of the parts could take up to sixteen (16) weeks to procure.

26. Mr. Magier further advised Plaintiff that if he wanted the work on the Original Van to be completed in time for the mid-August vacation, Plaintiff should order all parts by the end of March 2022.

27. Based upon Mr. Magier's representations, Plaintiff ordered all parts by the end of March 2022.

28. Although Plaintiff added some additional parts after March 2022, at no time did Mr. Magier or any other employee or representative of Defendant MLO advise Plaintiff that the addition of parts would affect the timeline for completing the Original Van.

29. During their initial discussions, and in all subsequent discussions, regarding the Original Van, Mr. Magier also informed Plaintiff that outfitting the Original Van would take 1 ½ to 2 weeks.

30. Plaintiff's decision to hire Defendant MLO to outfit the Original Van was, in large part, based upon Defendant MLO's representations regarding the time that it would take to obtain parts and complete the work on the Original Van.

31. If Defendant MLO had not represented to Plaintiff that the Original Van would be ready by mid-August, Plaintiff would not have hired Defendant MLO to outfit the Original Van.

32. Plaintiff paid MLO the total sum of \$78,255.89 to outfit the Original Van.

33. On July 5, 2022, Plaintiff emailed Mr. Magier and stated, in pertinent part, "Hi Aaron – just checking in to see if there was any update on the Adventure Wagon parts. . . . We plan to drive the Sprinter to Utqh [sic] in August."

34. A true and correct copy of the July 5, 2022 email correspondence is attached hereto and made a part hereof as Exhibit "1."

35. Mr. Magier responded to Plaintiff's email on July 8, 2022. *See* Exh. "1."

36. On July 8, 2022, Plaintiff again emailed Mr. Magier and stated, in pertinent part, "Hoping parts can get in so Van can be ready by Aug 12. We are heading to UT the following week." *See id.*

37. On July 9, 2022, Plaintiff emailed Mr. Magier and inquired whether he should drop off the Original Van over the next few weeks.

38. A true and correct copy of the July 9, 2022 email correspondence is attached hereto and made a part hereof as Exhibit “2.”

39. Mr. Magier responded to Plaintiff and stated, in pertinent part, “Can you drop off the week of the 25th? I’ll put you on the schedule for two weeks starting then and we will have everything. Should work out perfect for your trip!” *See* Exh. “2.”

40. In reliance upon Defendant MLO’s verbal and written representations regarding the time it would take to complete the work on the Original Van and the date by which the work would be completed, Plaintiff delivered the Original Van to Defendant MLO on July 27, 2022.

41. Based upon Defendant MLO’s express representations, Plaintiff expected that the Original Van would be outfitted and ready to be picked up from Defendant MLO on or around August 12, 2022.

42. On or about August 8, 2022, Defendant MLO informed Plaintiff that the work on the Original Van would not be completed by August 18, 2022.

43. Plaintiff made multiple attempts to amicably resolve the dispute with Defendant MLO regarding the completion date of the Original Van.

44. Despite these attempts, Defendant MLO failed and refused to complete the work on the Original Van by August 18, 2022.

45. Plaintiff then learned that the outfitting work for the Original Van was never going to take as little as 1 ½ to 2 weeks to complete.

46. To the contrary, a representative of Defendant MLO informed Plaintiff that the outfitting work for the Original Van would take approximately 3 weeks to complete.

47. Upon information and belief, representatives of Defendant MLO knew that the representation that the work on the Original Van would take only 1 ½ to 2 weeks to complete was false at the time they made such representation.

48. As a result of Defendant MLO's failure to complete the van by August 18, 2022 (despite its express representations to the contrary), Plaintiff had no choice but to purchase another, fully-outfitted, sprinter van for his family trip (the "**New Van**").

49. It was necessary for Plaintiff to obtain the New Van for the family trip because Plaintiff's fiancée has a medical condition that has rendered her largely unable to utilize air travel.

50. Plaintiff paid \$179,501.59 for the New Van.

51. Defendant MLO remains in possession of the Original Van.

52. Upon information and belief, Defendant MLO is a small company that has approximately 15 employees.

53. Upon information and belief, Matthew Henwood, Peter Henwood, and Thomas Henwood (collectively, the "**Henwood Defendants**") all actively participate in the operation of Defendant MLO.

54. Upon information and belief, the Henwood Defendants each knew about: (a) their employees' representations to Plaintiff regarding the Original Van; and (b) that those representations were false.

55. Upon information and belief, the Henwood Defendants each participated in and cooperated with their employees' misrepresentations set forth above.

56. As a result of Defendants' actions as set forth above, Plaintiff has suffered substantial monetary damages including, but not limited to, the sum paid for the Original Van, amounts paid to Defendant MLO, the increased cost of the New Van, and attorney's fees.

Count I
Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law
Plaintiff v. All Defendants

57. Plaintiff incorporates the foregoing paragraphs as though fully set forth at length herein.

58. The transaction between Plaintiff and Defendant MLO is within the purview of Pennsylvania's Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.* (the "UTPCPL").

59. Plaintiff purchased the Original Van for personal, household, or family use.

60. Plaintiff engaged Defendant MLO to outfit the Original Van for personal, household, or family use.

61. Defendant MLO violated the "catch-all" provision of the UTPCPL by engaging in fraudulent and deceptive conduct that creates a likelihood of confusion or misunderstanding.

62. Specifically, Defendant MLO expressly represented to Plaintiff that: (a) the work on the Original Van would be completed before August 18, 2022; and that (b) the work on the Original Van would take 1 ½ to 2 weeks to complete once all parts were delivered.

63. As detailed above, those representations were false and misleading.

64. Defendant MLO intended that Plaintiff rely upon the aforementioned misrepresentations when determining whether to engage Defendant MLO to outfit the Original Van.

65. Plaintiff reasonably relied upon the aforementioned representations when deciding to engage Defendant MLO to outfit the Original Van.

66. As a result of Defendant MLO's misrepresentations, Plaintiff has been damaged.

67. At all relevant times, the Henwood Defendants participated in, and cooperated with,

Defendant MLO's aforementioned actions.

WHEREFORE, Plaintiff David Hellier demands judgment in his favor and against Defendant Main Line Overland, LLC; Matthew Henwood; Peter Henwood; and Thomas Henwood, jointly and severally, for compensatory damages, treble damages, attorney's fees, costs, and any other relief this Honorable Court deems just and proper.

Count II
Fraud
Plaintiff v. All Defendants

68. Plaintiff incorporates the foregoing paragraphs as though fully set forth at length herein.

69. As set forth above, Defendant MLO expressly represented to Plaintiff that: (a) the work on the Original Van would be completed before August 18, 2022; and that (b) the work on the Original Van would take 1 ½ to 2 weeks to complete once all parts were delivered.

70. As detailed above, those representations were false.

71. Defendant MLO intended that Plaintiff rely upon the aforementioned misrepresentations when determining whether to engage Defendant MLO to outfit the Original Van.

72. Defendant MLO knew or recklessly disregarded that the aforementioned representation were false.

73. Plaintiff reasonably relied upon the aforementioned representations when determine whether to engage Defendant MLO to outfit the Original Van.

74. The aforesaid misrepresentations were material to the transaction at issue.

75. As a result of Defendant MLO's misrepresentations, Plaintiff has been damaged.

76. Defendant MLO purposefully made the aforementioned representations to induce

Plaintiff to hire Defendant MLO to outfit the Original Van.

77. Defendant MLO's conduct in purposefully making misrepresentations was malicious and in reckless disregard of Plaintiff's rights.

78. At all relevant times, the Henwood Defendants participated in, and cooperated with, Defendant MLO's aforementioned actions.

WHEREFORE, Plaintiff David Hellier demands judgment in his favor and against Defendant Main Line Overland, LLC; Matthew Henwood; Peter Henwood; and Thomas Henwood, jointly and severally, for compensatory damages, punitive damages, costs, and any other relief this Honorable Court deems just and proper.

Count III
Negligent Misrepresentation
Plaintiff v. All Defendants

79. Plaintiff incorporates the foregoing paragraphs as though fully set forth at length herein.

80. As set forth above, Defendant MLO expressly represented to Plaintiff that: (a) the work on the Original Van would be completed before August 18, 2022; and that (b) the work on the Original Van would take 1 ½ to 2 weeks to complete once all parts were delivered.

81. Defendant MLO knew, or should have known, that each of those representations was false.

82. Defendant MLO intended that Plaintiff rely upon the aforementioned misrepresentations when determining whether to hire Defendant MLO to outfit the Original Van.

83. Plaintiff reasonably relied upon the aforementioned misrepresentations when determining whether to hire Defendant MLO to outfit the Original Van.

84. As a result of Defendant MLO's misrepresentations, Plaintiff has been damaged.

85. At all relevant times, the Henwood Defendants participated in, and cooperated with, Defendant MLO's aforementioned actions.

WHEREFORE, Plaintiff David Hellier demands judgment in his favor and against Defendant Main Line Overland, LLC; Matthew Henwood; Peter Henwood; and Thomas Henwood, jointly and severally, for compensatory damages, punitive damages, costs, and any other relief this Honorable Court deems just and proper.

Count IV
Breach of Contract
Plaintiff v. Defendant MLO

86. Plaintiff incorporates the foregoing paragraphs as though fully set forth at length herein.

87. Through their course of dealing, Plaintiff and Defendant MLO entered into a contract whereby Defendant MLO agreed to outfit the Original Van pursuant to specifications provided by Plaintiff and Plaintiff agreed to pay Defendant MLO for the parts and labor associated with outfitting the Original Van.

88. Defendant MLO agreed to have the work on the Original Van completed before August 18, 2022.

89. Defendant MLO breached the contract by failing to complete the work on the Original Van before August 18, 2022.

90. As a result of Defendant MLO's breach of the parties' agreement, Plaintiff has incurred damages.

WHEREFORE, Plaintiff David Hellier demands judgment in his favor and against Defendant Main Line Overland, LLC for compensatory damages, pre-judgment interest, costs, and any other relief this Honorable Court deems just and proper.

LUNDY, BELDECOS & MILBY, P.C.

Date: 10/17/2022

By: /s/ Jessica M. Gulash
JESSICA M. GULASH, ESQUIRE
PA ID # 208463
450 N. Narberth Avenue, Suite 200
Narberth, PA 19072
(610) 668-0772
jgulash@lbmlaw.com

Attorney for Plaintiff

Exhibit “1”

From: David Hellier <[REDACTED]>
Subject: Re: Van build
Date: July 8, 2022 at 10:48:50 AM EDT
To: Aaron Magier <amagier@mainlineoverland.com>

Thanks Aaron. Hoping parts can get in so Van can be ready by Aug 12. We are heading to UT the following week. Appreciate the help!

David Hellier
(m) [REDACTED]
(e) [REDACTED]

Sent from my iPhone

On Jul 8, 2022, at 9:41 AM, Aaron Magier <amagier@mainlineoverland.com> wrote:

Hey David,

We are still waiting on the adventure wagon kit but have everything else in.

Let me reach out to them to see about how much longer it will be.

Best,



Aaron Magier
Sales & Customer Service

(844) 656 7626 ext. 810

amagier@mainlineoverland.com

www.mainlineoverland.com



From: David H. <[REDACTED]>
Sent: Friday, July 8, 2022 10:40 AM
To: Aaron Magier <amagier@mainlineoverland.com>

Subject: Re: Van build

Hey Aaron - just checking back to see if there was any update. Have a great weekend and thanks.

David

David Hellier

(m) REDACTED

(e) REDACTED

On Jul 5, 2022, at 1:43 PM, David Hellier <REDACTED> wrote:

Hi Aaron - just checking in to see if there was any update on the Adventure Wagon parts. I think that was one of the last things we were waiting on. Also, once the parts are in what is the process for scheduling? We plan to drive the Sprinter to Utqh in August.

Thanks, David

David Hellier

(m) REDACTED

(e) REDACTED

Sent from my iPhone

On Jun 9, 2022, at 9:33 AM, Aaron Magier
<amagier@mainlineoverland.com> wrote:

Ok Great!

I just sent over an invoice for the tank. Please get that paid asap so I can get it ordered up!

Best,



Aaron Magier
Sales & Customer Service

(844) 656 7626 ext. 810

amagier@mainlineoverland.com

www.mainlineoverland.com



From: David Hellier <[REDACTED]>
Sent: Thursday, June 9, 2022 9:03 AM
To: Aaron Magier <amagier@mainlineoverland.com>
Subject: Re: Van build

Thanks Aaron. Let's move forward. What do I need to do to next? Thanks.

David Hellier
(m) [REDACTED]
(e) [REDACTED] -

Sent from my iPhone

On Jun 8, 2022, at 5:43 PM, Aaron Magier
<amagier@mainlineoverland.com> wrote:

Just sent over two quotes for the tank.

One with just the tank and the other for labor.

Let me know what you think.

I've never fished McMichael! I know there's a ton of really great streams up in that area though. Sounds like a good time.

Best,



Aaron Magier
Sales & Customer Service

(844) 656 7626 ext. 810

amagier@mainlineoverland.com

www.mainlineoverland.com



From: David Hellier <[REDACTED]>
Sent: Wednesday, June 8, 2022 11:22 AM
To: Aaron Magier
<amagier@mainlineoverland.com>
Subject: Re: Van build

Exhibit “2”

From: Aaron Magier <amagier@mainlineoverland.com>
Subject: Re: Van build
Date: July 11, 2022 at 9:35:05 AM EDT
To: David H. <REDACTED>

Hi David,

I was talking with Adventure wagon on Friday and It look like the final pieces of your kit are backordered for another week or so.

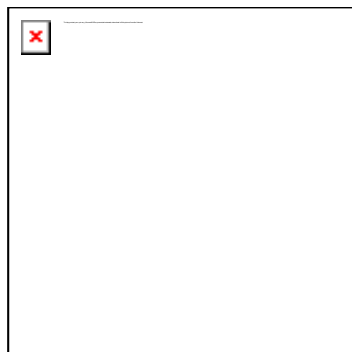
We don't really have the space to keep your van inside here this week. Can you drop off the week of the 25th?

I'll put you in the schedule for two weeks starting then and we will have everything.

Should work out perfect for your trip!

Let me know if that works.

Best,



Aaron Magier
Sales & Customer Service

(844) 656 7626 ext. 810

amagier@mainlineoverland.com

www.mainlineoverland.com



From: David H. <REDACTED>
Sent: Saturday, July 9, 2022 11:26 AM

To: Aaron Magier <amagier@mainlineoverland.com>

Subject: Re: Van build

Hi Aaron - would it make sense for me to drop the Sprinter van down in the next week or so? I am not using it and it would let your team either do all the outside work and do the inside as soon as they get the AW parts? Just a thought. We are flexible. Thanks again - definitely appreciate the help.

David

David Hellier

(m) REDACTED

(e) REDACTED

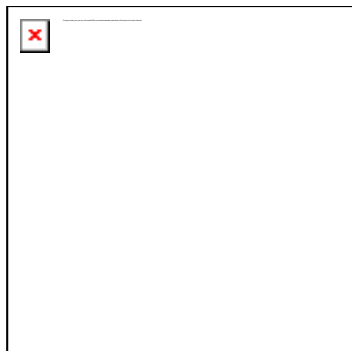
On Jul 8, 2022, at 9:41 AM, Aaron Magier <amagier@mainlineoverland.com> wrote:

Hey David,

We are still waiting on the adventure wagon kit but have everything else in.

Let me reach out to them to see about how much longer it will be.

Best,



Aaron Magier

Sales & Customer Service

(844) 656 7626 ext. 810

amagier@mainlineoverland.com

www.mainlineoverland.com



From: David H. <REDACTED>

Sent: Friday, July 8, 2022 10:40 AM

To: Aaron Magier <amagier@mainlineoverland.com>

Subject: Re: Van build

Hey Aaron - just checking back to see if there was any update. Have a great weekend and thanks.

David

David Hellier

(m) REDACTED

(e) REDACTED

On Jul 5, 2022, at 1:43 PM, David Hellier <REDACTED> wrote:

Hi Aaron - just checking in to see if there was any update on the Adventure Wagon parts. I think that was one of the last things we were waiting on. Also,